

**EXHIBIT II**

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SEIU LOCAL 715

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

10  
11 SERVICE EMPLOYEES INTERNATIONAL ) No. C-08-CV-0216  
UNION, LOCAL 715, )  
12 ) SEIU LOCAL 715'S RESPONSE TO  
Petitioner, ) DEFENDANTS' REQUEST FOR  
13 ) PRODUCTION OF DOCUMENTS, SET  
v. ) ONE  
14 )  
15 STANFORD HOSPITAL & CLINICS and )  
LUCILE PACKARD CHILDREN'S )  
HOSPITAL, )  
16 )  
Respondents. )  
17 )

18 PROPOUNDING PARTY: Stanford & Clinics and Lucile Packard Children's  
19 Hospital

20 RESPONDING PARTY: SEIU, Local 715

21 SET NUMBER: One

22 Petitioner SEIU, Local 715 responds to Respondent Stanford & Clinics and Lucile Packard  
23 Children's Hospital as follows:

**GENERAL OBJECTIONS TO REQUEST FOR PRODUCTION**

1  
2 1. Petitioner objects to the requests for production, and to each category of information  
3 sought, to the extent Respondents purport to require disclosure of information covered by the  
4 attorney-client privilege, the work product doctrine, the joint defense privilege, and/or the critical  
5 self-analysis privilege.

6 2. Petitioner objects to the requests for production, and to each category of information  
7 sought, to the extent that they call for disclosure of information which would invade the privacy of  
8 third persons who are not parties to this litigation.

9 3. Petitioner objects to the requests for production generally, and to each category of  
10 information sought, to the extent that they purport to require Petitioner to conduct an investigation  
11 to obtain information beyond its own records, as unduly burdensome and oppressive.

12 4. Petitioner objects to the request for production, and to each category of information  
13 sought, to the extent that they seek confidential, proprietary or trade secret information.

14 5. Petitioner objects to the requests for production, and to each category of information  
15 sought, to the extent that they call for a legal conclusion.

16 6. The responses/objections herein are made solely for the purposes of this action.  
17 Each response is subject to all objections as to competence, relevance, materiality, propriety and  
18 admissibility, and to any and all other objections on any grounds which would require the  
19 exclusion from evidence of any statement herein, if any request were asked of, or any statement  
20 contained herein were made by, a witness present and testifying in court, all of which objections  
21 and grounds are expressly reserved so that these may be made at trial.

22 8. The responses herein are made on the basis of information and writings presently  
23 available to and located by Petitioner upon reasonable investigation and inquiry. Because  
24 discovery and investigation remain to be completed, there may be other and further information  
25 affecting Petitioner's responses/objections to this set of requests for production of which Petitioner,  
26 despite reasonable investigation and inquiry, presently is unaware. Defendants is continuing the  
27 development of facts and legal issues which are presented in this matter and inquired into by this  
28 set of request for production. Petitioner reserves the right to modify its responses/objections herein

1 with such additional information as it may subsequently discover. These responses/objections are  
 2 made by Petitioner without prejudice to its using or relying at trial on subsequently discovered  
 3 information, or on information omitted from these responses/objections as a result of good faith  
 4 oversight of error.

5 9. Petitioner expressly incorporates each and every objection and reservation listed  
 6 above into each and every response made below, as though set forth in full.

### 7 **REQUESTS FOR PRODUCTION**

#### 8 **REQUEST FOR PRODUCTION NO. 1:**

9 Produce all DOCUMENTS and WRITINGS RELATING TO the identification of counsel  
 10 representing LOCAL 715 regarding the issues which are the subject of the COMPLAINT.

#### 11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

12 Petitioner objects to this Request on the grounds that it is overbroad, unduly burdensome,  
 13 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
 14 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
 15 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
 16 The Request is vague as to the meaning "identification of counsel representing Local 715 regarding  
 17 issues which are the subject of the COMPLAINT." Petitioner objects on the ground that this  
 18 Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of  
 19 admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and  
 20 that this information is protected from disclosure by, including but not limited to the attorney client  
 21 privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the  
 22 United States Constitution, and on public policy grounds. Petitioner further objects to this Request  
 23 on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the  
 24 personal financial affairs of third parties.

25 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 26 supplement this response at a later time, up to and including at the time of trial.

#### 27 **REQUEST FOR PRODUCTION NO. 2:**

28 Produce all DOCUMENTS and WRITINGS RELATING TO the present or future

1 representative capacity of LOCAL 715 regarding any employees of RESPONDENT from June 30,  
2 2005 to the present.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

4 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
5 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
6 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
7 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
8 This Request is also vague as to the meaning of "present or future representative capacity of Local  
9 715 regarding employees of Respondent from June 30, 2005 to the present." Petitioner objects on  
10 the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to  
11 the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of  
12 third parties and that this information is protected from disclosure by, including but not limited to  
13 the attorney client privilege, work product doctrine, the National Labor Relations Act, the First  
14 Amendment of the United States Constitution, and on public policy grounds. Petitioner further  
15 objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right  
16 of privacy to the personal financial affairs of third parties.

17 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
18 supplement this response at a later time, up to and including the time of trial.

19 **REQUEST FOR PRODUCTION NO.3:**

20 Produce all DOCUMENTS and WRITINGS RELATING TO the present or future  
21 representative capacity of LOCAL 521, whether by that name or by other reference to the entity  
22 which became LOCAL 521 when chartered by SEIU International, regarding any employees of  
23 RESPONDENT from June 30, 2005 to the present.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

25 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
26 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
27 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
28 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.



1 This Request is also vague as to the meaning of "the present or future representative capacity of  
2 Local 521, whether by name or by other reference to the entity which became Local 521 when  
3 chartered by SEIU, International, regarding any employees of Respondent from June 30, 2005 to  
4 present." Petitioner objects on the ground that this Request exceeds the scope of permissible  
5 discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects  
6 as this Request violates the privacy of third parties and that this information is protected from  
7 disclosure by, including but not limited to the attorney client privilege, work product doctrine, the  
8 National Labor Relations Act, the First Amendment of the United States Constitution, and on  
9 public policy grounds. Petitioner further objects to this Request on the ground that the matter  
10 seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third  
11 parties.

12 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
13 supplement this response at a later time, up to and including at the time trial.

14 **REQUEST FOR PRODUCTION NO. 4:**

15 Produce all DOCUMENTS and WRITINGS RELATING TO the present or future  
16 representative capacity of SEIU-UHW regarding any employees of RESPONDENT from June 30  
17 2005 to the present.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

19 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
20 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
21 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
22 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
23 This Request is also vague as to the meaning of "the present or future representative capacity of  
24 SEIU-UHW regarding any employees of Respondent from June 30, 2005 to present." Petitioner  
25 objects on the ground that this Request exceeds the scope of permissible discovery and is not likely  
26 to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the  
27 privacy of third parties and that this information is protected from disclosure by, including but not  
28 limited to the attorney client privilege, work product doctrine, the National Labor Relations Act,

1 the First Amendment of the United States Constitution, and on public policy grounds. Petitioner  
 2 further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the  
 3 right of privacy to the personal financial affairs of third parties. After a diligent search and  
 4 reasonable inquiry, and without waiving any objections, there are no documents that are responsive  
 5 to this request.

6 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 7 supplement this response at a later time, up to and including at the time trial.

8 **REQUEST FOR PRODUCTION NO. 5:**

9 Produce all DOCUMENTS and WRITINGS RELATING TO correspondence between  
 10 YOU and any SEIU International official and/or representative from June 30, 2005 to the present  
 11 regarding the status of LOCAL 715 (including, without limitation, its existence, its termination  
 12 and/or its merger with or into another LOCAL, or the transfer by any manner of any of its  
 13 represented bargaining units to another LOCAL or LOCALS).

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

15 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
 16 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
 17 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
 18 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
 19 This Request is vague as to the meaning of the "status of Local 715". Petitioner objects on the  
 20 ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the  
 21 discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of  
 22 third parties and that this information is protected from disclosure by, including but not limited to  
 23 the attorney client privilege, work product doctrine, the National Labor Relations Act, the First  
 24 Amendment of the United States Constitution, and on public policy grounds. Petitioner further  
 25 objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right  
 26 of privacy to the personal financial affairs of third parties.

27 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 28 supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 6:**

Produce all DOCUMENTS and WRITINGS RELATING TO correspondence between YOU and any SEIU-UHW official and/or representative from June 30, 2005 to the present regarding the status of LOCAL 715 (including, without limitation, its existence, its termination and/or its merger with or into another LOCAL, or the transfer by any manner of its represented bargaining units to another LOCAL or LOCALS).

**RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

Petitioner objects to this Request on the grounds that it is overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any objections, there are no documents that are responsive to this request.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 7:**

Produce all DOCUMENTS and WRITINGS RELATING TO correspondence between YOU and any LOCAL 521 official and/or representative from June 30, 2005 to the present regarding the status of LOCAL 715 (including, without limitation, its existence, its termination and/or its merger with or into another LOCAL, or the transfer by any manner of any of its represented bargaining units to another LOCAL or LOCALS).



**RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any objections, there are no documents that are responsive to this request.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 8:**

Produce all DOCUMENTS and WRITINGS RELATING TO correspondence between YOU and any LOCAL 715 official and/or representative from June 30, 2005 to the present regarding the status of LOCAL 715 (including, without limitation, its existence, its termination and/or its merger with or into another LOCAL, or the transfer by any manner of any of its represented bargaining units to another LOCAL or LOCALS).

**RESPONSE TO REQUEST FOR PRODUCTION NO. 8:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. This Request is vague as to the meaning "between YOU and any LOCAL 715 official and/or

1 representative” and as to “the status of LOCAL 715”. Petitioner objects on the ground that this  
 2 Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of  
 3 admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and  
 4 that this information is protected from disclosure by, including but not limited to the attorney client  
 5 privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the  
 6 United States Constitution, and on public policy grounds. Petitioner further objects to this Request  
 7 on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the  
 8 personal financial affairs of third parties.

9 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 10 supplement this response at a later time, up to and including at the time trial.

11 **REQUEST FOR PRODUCTION NO. 9:**

12 Produce all DOCUMENTS and WRITINGS RELATING TO the handling of any funds  
 13 (including, without limitation, dues payments) RELATING TO LOCAL 715 (including, without  
 14 limitation, all deposits, payments and transfers of said funds) from January 2007 to the present.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

16 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
 17 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
 18 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
 19 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
 20 This Request is vague as to the meaning of “handling of any funds”. Petitioner objects on the  
 21 ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the  
 22 discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of  
 23 third parties and that this information is protected from disclosure by, including but not limited to  
 24 the attorney client privilege, work product doctrine, the National Labor Relations Act, the First  
 25 Amendment of the United States Constitution, and on public policy grounds. Petitioner further  
 26 objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right  
 27 of privacy to the personal financial affairs of third parties.

28 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or

1 supplement this response at a later time, up to and including at the time trial.

2 **REQUEST FOR PRODUCTION NO. 10:**

3 Produce all DOCUMENTS and WRITINGS RELATING TO the affairs and transactions of  
4 LOCAL 715 from January 2006 to the present (including, without limitation, all reports and  
5 monitoring activities of said affairs and transactions).

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 10:**

7 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
8 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
9 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
10 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
11 This Request is vague as to the meaning of "affairs and transactions of LOCAL 715" and "all  
12 reports and monitoring activities of said affairs and transactions." Petitioner objects on the ground  
13 that this Request exceeds the scope of permissible discovery and is not likely to lead to the  
14 discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of  
15 third parties and that this information is protected from disclosure by, including but not limited to  
16 the attorney client privilege, work product doctrine, the National Labor Relations Act, the First  
17 Amendment of the United States Constitution, and on public policy grounds. Petitioner further  
18 objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right  
19 of privacy to the personal financial affairs of third parties.

20 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
21 supplement this response at a later time, up to and including at the time trial.

22 **REQUEST FOR PRODUCTION NO. 11:**

23 Produce all DOCUMENTS and WRITINGS RELATING TO the establishment of a  
24 trusteeship for LOCAL 715 from January 2007 to the present.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 11:**

26 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
27 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
28 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at



multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. Subject to and without waiving any objections, Petitioner produces SEIU0001 to SEIU0009 and SEIU0029 to SEIU0034.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 12:**

Produce all DOCUMENTS and WRITINGS RELATING TO LOCAL 715's website from January 2007 to the present including, without limitation, all links from the website to other sites, all references to LOCAL 715's status (including existence, termination or merger with or into another LOCAL), all references to LOCAL 715's funds, and all references to LOCAL 715's officers and/or trustees. This request specifically includes all versions of LOCAL 715's website during the time period including, without limitation, all changes to the website and the reasons for such changes.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 12:**

Petitioner objects to this Request on the grounds that it is overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by,



1 including but not limited to the attorney client privilege, work product doctrine, the National Labor  
 2 Relations Act, the First Amendment of the United States Constitution, and on public policy  
 3 grounds. Petitioner further objects to this Request on the ground that the matter seeks  
 4 unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.  
 5 Finally, the requested documents are equally available to Respondent. Subject to and without  
 6 waiving any objections, Petitioner produces SEIU0010 to SEIU0019.

7 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 8 supplement this response at a later time, up to and including at the time trial.

9 **REQUEST FOR PRODUCTION NO. 13:**

10 Produce all DOCUMENTS and WRITINGS RELATING TO LOCAL 521's website from  
 11 January 2007 to the present including, without limitation, all links from the website to other sites,  
 12 all references to LOCAL 521's status (including its creation, existence, or merger with other  
 13 LOCALS), all references to LOCAL 521's funds, and all references to LOCAL 521's officers  
 14 and/or trustees. This request specifically includes all versions of LOCAL 521's website during the  
 15 time period including, without limitation, all changes to the website and the reasons for such  
 16 changes.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

18 Petitioner objects to this Request on the grounds that it is overbroad, unduly burdensome,  
 19 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
 20 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
 21 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
 22 Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is  
 23 not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request  
 24 violates the privacy of third parties and that this information is protected from disclosure by,  
 25 including but not limited to the attorney client privilege, work product doctrine, the National Labor  
 26 Relations Act, the First Amendment of the United States Constitution, and on public policy  
 27 grounds. Petitioner further objects to this Request on the ground that the matter seeks  
 28 unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.

1 After a diligent search and reasonable inquiry, and without waiving any objections, there are no  
2 documents that are responsive to this request.

3 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
4 supplement this response at a later time, up to and including at the time trial.

5 **REQUEST FOR PRODUCTION NO. 14:**

6 Produce all DOCUMENTS and WRITINGS RELATING TO SEIU-UHW's website from  
7 January 1, 2006 to the present including, without limitation, all links from the website to other  
8 sites, all references to SEIU-UHW's status in any capacity as representative of any employees of  
9 RESPONDENT, and all references to SEIU-UHW's receipt of funds from SEIU-LOCAL 715  
10 and/or SEIU-LOCAL 521. This request specifically includes all versions of SEIU-UHW's website  
11 during the time period including, without limitation, all changes to the website and the reasons for  
12 such changes.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 14:**

14 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
15 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
16 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
17 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
18 Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is  
19 not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request  
20 violates the privacy of third parties and that this information is protected from disclosure by,  
21 including but not limited to the attorney client privilege, work product doctrine, the National Labor  
22 Relations Act, the First Amendment of the United States Constitution, and on public policy  
23 grounds. Petitioner further objects to this Request on the ground that the matter seeks  
24 unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.  
25 After a diligent search and reasonable inquiry, and without waiving any objections, there are no  
26 documents that are responsive to this request.

27 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
28 supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 15:**

Produce all DOCUMENTS and WRITINGS RELATING TO any correspondence between YOU and LOCAL 715 regarding LOCAL 715's website and/or any changes thereto from January 1, 2007 to the present.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 15:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. This Request is vague as to the meaning of "correspondence between YOU and LOCAL 715 regarding LOCAL 715's website and/or any changes thereto from January 1, 2007 to the present." Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 16:**

Produce all DOCUMENTS and WRITINGS RELATING TO any correspondence between YOU and LOCAL 521 regarding LOCAL 521's website and/or changes thereto from January 1, 2007 to the present.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 16:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at



multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 17:**

Produce all DOCUMENTS and WRITINGS RELATING TO any correspondence between YOU and SEIU-UHW regarding SEIU-UHW's website and/or changes thereto from January 2006 to the present.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any objections, there are no documents that are responsive to this request.



1 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
2 supplement this response at a later time, up to and including at the time trial.

3 **REQUEST FOR PRODUCTION NO. 18:**

4 Produce all DOCUMENTS and WRITINGS RELATING TO any Servicing Agreement  
5 between LOCAL 715 and SEIU-UHW.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18:**

7 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
8 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
9 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
10 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
11 Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is  
12 not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request  
13 violates the privacy of third parties and that this information is protected from disclosure by,  
14 including but not limited to the attorney client privilege, work product doctrine, the National Labor  
15 Relations Act, the First Amendment of the United States Constitution, and on public policy  
16 grounds. Petitioner further objects to this Request on the ground that the matter seeks  
17 unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.  
18 Subject to and without waiving any objections, Petitioner produces SEIU0020 to SEIU0027.

19 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
20 supplement this response at a later time, up to and including at the time trial.

21 **REQUEST FOR PRODUCTION NO. 19:**

22 Produce all DOCUMENTS and WRITINGS RELATING TO any Servicing Agreement  
23 between LOCAL 715 and SEIU LOCAL 1877 or its successors or affiliated LOCALS.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

25 Petitioner objects to this Request on the grounds that is it overbroad, unduly  
26 burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague,  
27 ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple  
28 parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to

1 this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible  
 2 discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects  
 3 as this Request violates the privacy of third parties and that this information is protected from  
 4 disclosure by, including but not limited to the attorney client privilege, work product doctrine, the  
 5 National Labor Relations Act, the First Amendment of the United States Constitution, and on  
 6 public policy grounds. Petitioner further objects to this Request on the ground that the matter  
 7 seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third  
 8 parties.

9 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 10 supplement this response at a later time, up to and including at the time trial.

11 **REQUEST FOR PRODUCTION NO. 20:**

12 Produce all DOCUMENTS and WRITINGS RELATING TO Weinberg, Roger &  
 13 Rosenfeld's representation of LOCAL 715 from January 2006 to the present. This request does not  
 14 seek production of DOCUMENTS and WRITINGS concerning counsel's advice but merely seeks  
 15 production of DOCUMENTS and WRITINGS RELATING TO Weinberg, Roger & Rosenfeld's  
 16 retention to represent LOCAL 715.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 20:**

18 Petitioner objects to this Request on the grounds that is it overbroad, unduly  
 19 burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague,  
 20 ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple  
 21 parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to  
 22 this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible  
 23 discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects  
 24 as this Request violates the privacy of third parties and that this information is protected from  
 25 disclosure by, including but not limited to the attorney client privilege, work product doctrine, the  
 26 National Labor Relations Act, the First Amendment of the United States Constitution, and on  
 27 public policy grounds. Petitioner further objects to this Request on the ground that the matter  
 28 seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third

1 parties.

2 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
3 supplement this response at a later time, up to and including at the time trial.

4 **REQUEST FOR PRODUCTION NO. 21:**

5 Produce all DOCUMENTS and WRITINGS RELATING TO Altshuler Berzon LLP's  
6 representation of LOCAL 715 from January 2007 to the present. This request does not seek  
7 production of DOCUMENTS and WRITINGS concerning counsel's advice but merely seeks  
8 production of DOCUMENTS and WRITINGS RELATING TO Altshuler Berzon's retention to  
9 represent LOCAL 715.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 21:**

11 Petitioner objects to this Request on the grounds that is it overbroad, unduly  
12 burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague,  
13 ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple  
14 parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to  
15 this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible  
16 discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects  
17 as this Request violates the privacy of third parties and that this information is protected from  
18 disclosure by, including but not limited to the attorney client privilege, work product doctrine, the  
19 National Labor Relations Act, the First Amendment of the United States Constitution, and on  
20 public policy grounds. Petitioner further objects to this Request on the ground that the matter  
21 seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third  
22 parties.

23 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
24 supplement this response at a later time, up to and including at the time trial.

25 **REQUEST FOR PRODUCTION NO. 22:**

26 Produce all DOCUMENTS and WRITINGS RELATING TO YOUR receipt of funds from  
27 SEIU-LOCAL 715.

28 **RESPONSE TO REQUEST FOR PRODUCTION NO. 22:**



Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. This Request is vague as to the meaning of "receipt of funds from SEIU-LOCAL 715." Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any objections, there are no documents that are responsive to this request.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 23:**

Produce all DOCUMENTS and WRITINGS RELATING TO YOUR receipt of funds from SEIU-LOCAL 521.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 23:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. This request is vague as to the meaning of "receipt of funds". Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to



1 the attorney client privilege, work product doctrine, the National Labor Relations Act, the First  
 2 Amendment of the United States Constitution, and on public policy grounds. Petitioner further  
 3 objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right  
 4 of privacy to the personal financial affairs of third parties.

5 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 6 supplement this response at a later time, up to and including at the time trial.

7 **REQUEST FOR PRODUCTION NO. 24:**

8 Produce all DOCUMENTS and WRITINGS RELATING TO LOCAL 715's transfer and/or  
 9 payment of funds to SEIU-UHW.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 24:**

11 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
 12 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
 13 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
 14 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
 15 This Request is vague as to the "transfer and/or payment of funds". Petitioner objects on the  
 16 ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the  
 17 discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of  
 18 third parties and that this information is protected from disclosure by, including but not limited to  
 19 the attorney client privilege, work product doctrine, the National Labor Relations Act, the First  
 20 Amendment of the United States Constitution, and on public policy grounds. Petitioner further  
 21 objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right  
 22 of privacy to the personal financial affairs of third parties.

23 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 24 supplement this response at a later time, up to and including at the time trial.

25 **REQUEST FOR PRODUCTION NO. 25:**

26 Produce all DOCUMENTS and WRITINGS RELATING TO LOCAL 521's transfer and/or  
 27 payment of funds to SEIU-UHW.

28 **RESPONSE TO REQUEST FOR PRODUCTION NO. 25:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any objections, there are no documents that are responsive to this request.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 26:**

Produce all DOCUMENTS and WRITINGS RELATING TO LOCAL 521's transfer and/or payment of funds to SEIU LOCAL 1877 or its successor or affiliated LOCALS.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 26:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy

1 grounds. Petitioner further objects to this Request on the ground that the matter seeks  
 2 unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.  
 3 After a diligent search and reasonable inquiry, and without waiving any objections, there are no  
 4 documents that are responsive to this request.

5 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 6 supplement this response at a later time, up to and including at the time trial.

7 **REQUEST FOR PRODUCTION NO. 27:**

8 Produce all DOCUMENTS and WRITINGS RELATING TO any exchange of funds  
 9 between LOCAL 715 and LOCAL 521 (including, without limitation, any transfer of funds,  
 10 payment of funds and/or receipt of funds).

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 27:**

12 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
 13 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
 14 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
 15 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
 16 This Request is vague as to the meaning of "exchange of funds". Petitioner objects on the ground  
 17 that this Request exceeds the scope of permissible discovery and is not likely to lead to the  
 18 discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of  
 19 third parties and that this information is protected from disclosure by, including but not limited to  
 20 the attorney client privilege, work product doctrine, the National Labor Relations Act, the First  
 21 Amendment of the United States Constitution, and on public policy grounds. Petitioner further  
 22 objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right  
 23 of privacy to the personal financial affairs of third parties.

24 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 25 supplement this response at a later time, up to and including at the time trial.

26 **REQUEST FOR PRODUCTION NO. 28:**

27 Produce all DOCUMENTS and WRITINGS RELATING TO all notices of Executive  
 28 Board meetings and/or Special Executive Board meetings for LOCAL 715 between July 1, 2005 and



1 June 9, 2007.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 28:**

3 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
 4 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
 5 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
 6 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
 7 This Request is vague as to the meaning of "all notices of Executive Board meetings and/or Special  
 8 Executive Board meetings". Petitioner objects on the ground that this Request exceeds the scope  
 9 of permissible discovery and is not likely to lead to the discovery of admissible evidence.  
 10 Petitioner also objects as this Request violates the privacy of third parties and that this information  
 11 is protected from disclosure by, including but not limited to the attorney client privilege, work  
 12 product doctrine, the National Labor Relations Act, the First Amendment of the United States  
 13 Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground  
 14 that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial  
 15 affairs of third parties.

16 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 17 supplement this response at a later time, up to and including at the time trial.

18 **REQUEST FOR PRODUCTION NO. 29:**

19 Produce all DOCUMENTS and WRITINGS RELATING TO all notices of Executive  
 20 Board meetings and/or Special Executive Board meetings for LOCAL 521 between July 1, 2006 and  
 21 June 9, 2007.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 29:**

23 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
 24 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
 25 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
 26 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
 27 Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is  
 28 not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request



violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any objections, there are no documents that are responsive to this request.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 30:**

Produce all DOCUMENTS and WRITINGS RELATING TO all notices of Executive Board meetings and/or Special Executive Board meetings for SEIU-UHW between July 1, 2005 and June 9, 2007 which reference in any manner the representation of any employees of RESPONDENT.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 30:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any objections, there are no documents that are responsive to this request.

1 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
2 supplement this response at a later time, up to and including at the time trial.

3 **REQUEST FOR PRODUCTION NO. 31:**

4 Produce all DOCUMENTS and WRITINGS RELATING TO all minutes of Executive  
5 Board meetings for LOCAL 715 held between July 1, 2005 and June 9, 2007 including, without  
6 limitation, a list of those in attendance and those not in attendance at said meetings.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 31:**

8 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
9 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
10 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
11 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
12 Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is  
13 not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request  
14 violates the privacy of third parties and that this information is protected from disclosure by,  
15 including but not limited to the attorney client privilege, work product doctrine, the National Labor  
16 Relations Act, the First Amendment of the United States Constitution, and on public policy  
17 grounds. Petitioner further objects to this Request on the ground that the matter seeks  
18 unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.

19 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
20 supplement this response at a later time, up to and including at the time trial.

21 **REQUEST FOR PRODUCTION NO. 32:**

22 Produce all DOCUMENTS and WRITINGS RELATING TO all minutes of Executive  
23 Board meetings for LOCAL 521 held between July 1, 2006 and June 9, 2007 including, without  
24 limitation, a list of those in attendance and those not in attendance at said meetings.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 32:**

26 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
27 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
28 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at

multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any objections, there are no documents that are responsive to this request.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 33:**

Produce all DOCUMENTS and WRITINGS RELATING TO all minutes of Executive Board meetings for SEIU-UHW held between July 1, 2005 and June 9, 2007 which reference in any manner the representation of any employees of RESPONDENT including, without limitation, a list of those in attendance and those not in attendance at said meetings.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 33:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks



unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any objections, there are no documents that are responsive to this request.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 34:**

Produce all DOCUMENTS and WRITINGS RELATING TO LOCAL 715's annual budget and/or budgets covering and/or applicable to calendar year 2007 or any portion thereof.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 34:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. This Request is vague as to the meaning of "annual budget and/or budgets". Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 35:**

Produce all DOCUMENTS and WRITINGS RELATING TO LOCAL 521's annual budget and/or budgets covering and/or applicable to calendar year 2007 or any portion thereof.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 35:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,



onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any objections, there are no documents that are responsive to this request.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 36:**

Produce all DOCUMENTS and WRITINGS RELATING TO SEIU-UHW's annual budget and/or budgets covering and/or applicable to calendar years 2007 and 2008 or any portion thereof.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 36:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks

1 unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.  
 2 After a diligent search and reasonable inquiry, and without waiving any objections, there are no  
 3 documents that are responsive to this request.

4 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 5 supplement this response at a later time, up to and including at the time trial.

6 **REQUEST FOR PRODUCTION NO. 37:**

7 Produce all DOCUMENTS and WRITINGS RELATING TO all minutes of any general  
 8 membership meetings for LOCAL 715 (including, without limitation, all regular and special  
 9 general membership meetings) held between July 1, 2005 and June 9, 2007.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 37:**

11 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
 12 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
 13 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
 14 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
 15 Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is  
 16 not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request  
 17 violates the privacy of third parties and that this information is protected from disclosure by,  
 18 including but not limited to the attorney client privilege, work product doctrine, the National Labor  
 19 Relations Act, the First Amendment of the United States Constitution, and on public policy  
 20 grounds. Petitioner further objects to this Request on the ground that the matter seeks  
 21 unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.

22 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 23 supplement this response at a later time, up to and including at the time trial.

24 **REQUEST FOR PRODUCTION NO. 38:**

25 Produce all DOCUMENTS and WRITINGS RELATING TO all minutes of any general  
 26 membership meetings for LOCAL 521 (including, without limitation, all regular and special  
 27 general membership meetings) held between January 1, 2007 and June 9, 2007.

28 **RESPONSE TO REQUEST FOR PRODUCTION NO. 38:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any objections, there are no documents that are responsive to this request.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 39:**

Produce all DOCUMENTS and WRITINGS RELATING TO all minutes of any general membership meetings for SEIU-UHW (including, without limitation, all regular and special general membership meetings) which reference in any manner the representation of any employees of RESPONDENT and were held between July 1, 2005 and June 9, 2007.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 39:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by,



1 including but not limited to the attorney client privilege, work product doctrine, the National Labor  
 2 Relations Act, the First Amendment of the United States Constitution, and on public policy  
 3 grounds. Petitioner further objects to this Request on the ground that the matter seeks  
 4 unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.  
 5 After a diligent search and reasonable inquiry, and without waiving any objections, there are no  
 6 documents that are responsive to this request.

7 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 8 supplement this response at a later time, up to and including at the time trial.

9 **REQUEST FOR PRODUCTION NO. 40:**

10 Produce all DOCUMENTS and WRITINGS RELATING TO all bank records of LOCAL  
 11 715 showing all dues receipts deposits in accounts held by LOCAL 715 from January 2006 to the  
 12 present.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 40:**

14 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
 15 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
 16 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
 17 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
 18 Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is  
 19 not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request  
 20 violates the privacy of third parties and that this information is protected from disclosure by,  
 21 including but not limited to the attorney client privilege, work product doctrine, the National Labor  
 22 Relations Act, the First Amendment of the United States Constitution, and on public policy  
 23 grounds. Petitioner further objects to this Request on the ground that the matter seeks  
 24 unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.

25 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 26 supplement this response at a later time, up to and including at the time trial.

27 **REQUEST FOR PRODUCTION NO. 41:**

28 Produce all DOCUMENTS and WRITINGS RELATING TO all bank records of LOCAL



521 showing all dues receipts deposits in accounts held by LOCAL 521 received from or on behalf of any employees of RESPONDENT from January 2006 to the present.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 41:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any objections, there are no documents that are responsive to this request.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 42:**

Produce all DOCUMENTS and WRITINGS RELATING TO all bank records of SEIU-UHW showing all dues receipts deposits in accounts held by SEIU-UHW received from or on behalf of any employees of RESPONDENT from January 2006 to the present.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 42:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is

not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 43:**

Produce all DOCUMENTS and WRITINGS RELATING TO the assignment or other appointment of any employee of SEIU-UHW to provide services to LOCAL 715 RELATING TO the representation of any employees of RESPONDENT.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 43:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any objections, without Petitioner produces SEIU0020 to SEIU0027.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 44:**

Produce all DOCUMENTS and WRITINGS RELATING TO the assignment or other appointment of any employee of SEIU-UHW to provide services to LOCAL 521 RELATING TO the representation of any employees of RESPONDENT.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 44:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any objections, there are no documents that are responsive to this request.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 45:**

Produce all DOCUMENTS and WRITINGS RELATING TO the assignment or other appointment of counsel by SEIU-UHW to provide services to LOCAL 715 RELATING TO the representation of any employees of RESPONDENT.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 45:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at



multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. This Request is vague as to the meaning of "assignment or other appointment of counsel by SEIU-UHW to provide services to LOCAL 715 RELATING TO the representation of any employee of RESPONDENT." Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 46:**

Produce all DOCUMENTS and WRITINGS RELATING TO the assignment or other appointment of counsel by SEIU-UHW to provide services to LOCAL 521 RELATING TO the representation of any employees of RESPONDENT.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 46:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. This Request is vague as to the meaning of "assignment or other appointment of counsel by SEIU-UHW to provide services to LOCAL 521 RELATING TO the representation of any employees of RESPONDENT." Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work



1 product doctrine, the National Labor Relations Act, the First Amendment of the United States  
 2 Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground  
 3 that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial  
 4 affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any  
 5 objections, there are no documents that are responsive to this request.

6 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 7 supplement this response at a later time, up to and including at the time trial.

8 **REQUEST FOR PRODUCTION NO. 47:**

9 Produce all DOCUMENTS and WRITINGS RELATING TO the assignment or other  
 10 appointment of counsel by LOCAL 521 to provide services RELATING TO the representation of  
 11 any employees of RESPONDENT.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 47:**

13 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
 14 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
 15 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
 16 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
 17 This Request is vague as to the meaning of "assignment or appointment of counsel by LOCAL 521  
 18 to provide services". Petitioner objects on the ground that this Request exceeds the scope of  
 19 permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner  
 20 also objects as this Request violates the privacy of third parties and that this information is  
 21 protected from disclosure by, including but not limited to the attorney client privilege, work  
 22 product doctrine, the National Labor Relations Act, the First Amendment of the United States  
 23 Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground  
 24 that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial  
 25 affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any  
 26 objections, there are no documents that are responsive to this request.

27 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 28 supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 48:**

Produce all DOCUMENTS and WRITINGS RELATING TO LOCAL 715's representation employees of Stanford University from January 2006 to the present.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 48:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. This Request is vague as to the meaning of "representation." Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 49:**

Produce all DOCUMENTS and WRITINGS RELATING TO LOCAL 715's representation employees of Santa Clara University from January 2006 to the present.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 49:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. This Request is vague as to the meaning of "representation." Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of

1 admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and  
 2 that this information is protected from disclosure by, including but not limited to the attorney client  
 3 privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the  
 4 United States Constitution, and on public policy grounds. Petitioner further objects to this Request  
 5 on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the  
 6 personal financial affairs of third parties.

7 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 8 supplement this response at a later time, up to and including at the time trial.

9 **REQUEST FOR PRODUCTION NO. 50:**

10 Produce all DOCUMENTS and WRITINGS RELATING TO the assignment or other  
 11 appointment of any employee of LOCAL 1877 (or any other LOCAL) to provide services to  
 12 LOCAL 715 RELATING TO the representation of any employees of Stanford University from  
 13 January 2006 to the present.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 50:**

15 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
 16 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
 17 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
 18 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
 19 This Request is vague as to the meaning of "assignment or other appointment of any employee of  
 20 LOCAL 1877 (or any other LOCAL) to provide services". Petitioner objects on the ground that  
 21 this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of  
 22 admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and  
 23 that this information is protected from disclosure by, including but not limited to the attorney client  
 24 privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the  
 25 United States Constitution, and on public policy grounds. Petitioner further objects to this Request  
 26 on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the  
 27 personal financial affairs of third parties.

28 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or

1 supplement this response at a later time, up to and including at the time trial.

2 **REQUEST FOR PRODUCTION NO. 51:**

3 Produce all DOCUMENTS and WRITINGS RELATING TO the assignment or other  
4 appointment of any employee of LOCAL 1877 (or any other LOCAL) to provide services to  
5 LOCAL 715 RELATING TO the representation of any employees of Santa Clara University  
6 from January 2006 to the present.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 51:**

8 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
9 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
10 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
11 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
12 This Request if vague as to the meaning of "assignment or other appointment of any employee of  
13 LOCAL 1877 (or any other LOCAL) to provide services". Petitioner objects on the ground that  
14 this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of  
15 admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and  
16 that this information is protected from disclosure by, including but not limited to the attorney client  
17 privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the  
18 United States Constitution, and on public policy grounds. Petitioner further objects to this Request  
19 on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the  
20 personal financial affairs of third parties.

21 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
22 supplement this response at a later time, up to and including at the time trial.

23 **REQUEST FOR PRODUCTION NO. 52:**

24 Produce all DOCUMENTS and WRITINGS RELATING TO any correspondence between  
25 LOCAL 1877 (and/or any other LOCAL) and LOCAL 715 RELATING TO the representation of  
26 any employees of Stanford University from January 2006 to the present.

27 **RESPONSE TO REQUEST FOR PRODUCTION NO. 52:**

28 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,



1 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
 2 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
 3 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
 4 This Request is vague as to "and/or any other LOCAL". Petitioner objects on the ground that this  
 5 Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of  
 6 admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and  
 7 that this information is protected from disclosure by, including but not limited to the attorney client  
 8 privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the  
 9 United States Constitution, and on public policy grounds. Petitioner further objects to this Request  
 10 on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the  
 11 personal financial affairs of third parties.

12 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 13 supplement this response at a later time, up to and including at the time trial.

14 **REQUEST FOR PRODUCTION NO. 53:**

15 Produce all DOCUMENTS and WRITINGS RELATING TO any correspondence between  
 16 LOCAL 1877 (and/or any other LOCAL) and LOCAL 715 RELATING TO the representation of  
 17 any employees of Santa Clara University from January 2006 to the present.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 53:**

19 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
 20 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
 21 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
 22 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
 23 This Request is vague as to the meaning of "and/or any other LOCAL". Petitioner objects on the  
 24 ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the  
 25 discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of  
 26 third parties and that this information is protected from disclosure by, including but not limited to  
 27 the attorney client privilege, work product doctrine, the National Labor Relations Act, the First  
 28 Amendment of the United States Constitution, and on public policy grounds. Petitioner further

1 objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right  
2 of privacy to the personal financial affairs of third parties.

3 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
4 supplement this response at a later time, up to and including at the time trial.

5 **REQUEST FOR PRODUCTION NO. 54:**

6 Produce all DOCUMENTS and WRITINGS RELATING TO any correspondence between  
7 LOCAL 1877 (and/or any other LOCAL) and LOCAL 521 RELATING TO the representation of  
8 any employees of Stanford University from January 2006 to the present.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 54:**

10 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
11 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
12 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
13 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
14 Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is  
15 not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request  
16 violates the privacy of third parties and that this information is protected from disclosure by,  
17 including but not limited to the attorney client privilege, work product doctrine, the National Labor  
18 Relations Act, the First Amendment of the United States Constitution, and on public policy  
19 grounds. Petitioner further objects to this Request on the ground that the matter seeks  
20 unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.  
21 After a diligent search and reasonable inquiry, and without waiving any objections, there are no  
22 documents that are responsive to this request.

23 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
24 supplement this response at a later time, up to and including at the time trial.

25 **REQUEST FOR PRODUCTION NO. 55:**

26 Produce all DOCUMENTS and WRITINGS RELATING TO any correspondence between  
27 LOCAL 1877 (and/or any other LOCAL) and LOCAL 521 RELATING TO the representation of  
28 any employees of Santa Clara University from January 2006 to the present.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 55:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of third parties and that this information is protected from disclosure by, including but not limited to the attorney client privilege, work product doctrine, the National Labor Relations Act, the First Amendment of the United States Constitution, and on public policy grounds. Petitioner further objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties. After a diligent search and reasonable inquiry, and without waiving any objections, there are no documents that are responsive to this request.

Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or supplement this response at a later time, up to and including at the time trial.

**REQUEST FOR PRODUCTION NO. 56:**

Produce all DOCUMENTS and WRITINGS RELATING TO any exchange of funds between LOCAL 1877 (and/or any other LOCAL) and LOCAL 715 (including, without limitation, any transfer of funds, payment of funds and/or receipt of funds).

**RESPONSE TO REQUEST FOR PRODUCTION NO. 56:**

Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome, onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and unintelligible as it is in reference to include alleged action on behalf of multiple parties and at multiple periods of time, therefore Petitioner cannot provide a complete response to this Request. This Request is vague as to the meaning of "exchange of funds." Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request violates the privacy of

1 third parties and that this information is protected from disclosure by, including but not limited to  
 2 the attorney client privilege, work product doctrine, the National Labor Relations Act, the First  
 3 Amendment of the United States Constitution, and on public policy grounds. Petitioner further  
 4 objects to this Request on the ground that the matter seeks unreasonably to intrude upon the right  
 5 of privacy to the personal financial affairs of third parties.

6 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 7 supplement this response at a later time, up to and including at the time trial.

8 **REQUEST FOR PRODUCTION NO. 57:**

9 Produce all DOCUMENTS and WRITINGS RELATING TO any exchange of funds  
 10 between LOCAL 1877 (and/or any other LOCAL) and LOCAL 521 (including, without limitation,  
 11 any transfer of funds, payment of funds and/or receipt of funds).

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 57:**

13 Petitioner objects to this Request on the grounds that is it overbroad, unduly burdensome,  
 14 onerous and vague and ambiguous as to time and scope. This Request is vague, ambiguous, and  
 15 unintelligible as it is in reference to include alleged action on behalf of multiple parties and at  
 16 multiple periods of time, therefore Petitioner cannot provide a complete response to this Request.  
 17 Petitioner objects on the ground that this Request exceeds the scope of permissible discovery and is  
 18 not likely to lead to the discovery of admissible evidence. Petitioner also objects as this Request  
 19 violates the privacy of third parties and that this information is protected from disclosure by,  
 20 including but not limited to the attorney client privilege, work product doctrine, the National Labor  
 21 Relations Act, the First Amendment of the United States Constitution, and on public policy  
 22 grounds. Petitioner further objects to this Request on the ground that the matter seeks  
 23 unreasonably to intrude upon the right of privacy to the personal financial affairs of third parties.  
 24 After a diligent search and reasonable inquiry, and without waiving any objections, there are no  
 25 documents that are responsive to this request.

26 Discovery is continuing. Petitioner reserves the right to alter, amend, modify and/or  
 27 supplement this response at a later time, up to and including at the time trial.



1 Dated: June 23, 2008

2 WEINBERG, ROGER & ROSENFELD  
3 A Professional Corporation

4 By: Bruce A. Harland  
5 BRUCE A. HARLAND  
6 Attorneys for Petitioner  
7 SEIU LOCAL 715

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**PROOF OF SERVICE**

I am a citizen of the United States, and a resident of the State of California. I am over the age of eighteen years, and not a party to the within action. My business address is 1001 Marina Village Parkway, Suite 200, Alameda, California 94501-1091. On June 23, 2008, I served upon the following parties in this action:

Eileen Ridley  
Foley & Lardner  
One Maritime Plaza, Sixth Floor  
San Francisco, CA 94111-3404  
E-Mail: eridley@foley.com

copies of the document(s) described as:

**SEIU LOCAL 715'S RESPONSE TO DEFENDANTS' REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE**

**[X] BY OVERNIGHT DELIVERY SERVICE** I placed a true copy of each document listed herein in a sealed envelope, addressed as indicated herein, and placed the same for collection by Overnight Delivery Service by following the ordinary business practices of Weinberg, Roger & Rosenfeld, Alameda, California. I am readily familiar with the practice of Weinberg, Roger & Rosenfeld for collection and processing of Overnight Delivery Service correspondence, said practice being that in the ordinary course of business, Overnight Delivery Service correspondence is deposited at the Overnight Delivery Service offices for next day delivery the same day as Overnight Delivery Service correspondence is placed for collection.

**[X] BY ELECTRONIC MAIL** I caused to be transmitted each document listed herein via the e-mail address(s) listed above or on the attached service list.

I certify that the above is true and correct. Executed at Alameda, California, on June 23, 2008.

  
\_\_\_\_\_  
Joanna Son



**ORDER OF EMERGENCY TRUSTEESHIP  
APPOINTING A TRUSTEE  
TO TAKE CHARGE AND CONTROL OF THE AFFAIRS OF  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 715**

**To: All Officers and Members of Service Employees International Union, Local 715**

Pursuant to my authority under Article VIII, Sections 7(a) and (f), of the SEIU Constitution and Bylaws, I have determined that an emergency situation exists within Service Employees International Union, Local 715 (hereinafter "Local 715"), and that in order to protect the interests of the membership, the immediate appointment of a Trustee is necessary for the purpose of assuring preservation of the union's status as collective bargaining representative and its performance of collective bargaining duties and functions, and otherwise carrying out the legitimate objects of the International Union.

I have received a request from the officers and Executive Board of Local 715 requesting the imposition of the emergency trusteeship due to the difficulties the Local Union is experiencing in performing its collective bargaining duties due to the shift of members and resources to other SEIU local unions. Local 715 is in the process of reorganizing most of its members into Local 521 pursuant to the International Executive Board's June 2006 decision on California jurisdiction. At this point, many members of Local 715 have moved into Local 521 in accordance with this decision. However, Local 715 still retains collective bargaining responsibilities on behalf of members who have not yet been moved into the successor local union. Local 715's responsibilities include the representation of employees and Stanford Hospital and Clinics/Lucile Packard Children's Hospital. Pursuant to the IEB's decision, Local 715's Stanford Hospital members will be united with other SEIU healthcare members in SEIU United Healthcare Workers – West ("UHW").

Reports I have received indicate that, since May 30, 2007, the Hospital has taken the position that Local 715 no longer exists, and the Hospital is refusing to recognize Local 715's servicing agent, UHW. The Hospital's actions threaten to deprive Local 715 members at Stanford Hospital of their collectively-bargained rights. The shift of a large majority of Local 715 members, and resources associated with those members, to Local 521, is making it difficult for Local 715 to carry out its remaining collective bargaining responsibilities and to defend its status as collective bargaining agent. The significant decline in Local 715's membership and resources has impaired the Local's ability to operate as contemplated by the Local 715 constitution and bylaws.

ANDREW L. STERN  
International President

ANNA BURGER  
International Secretary-Treasurer

MARY KAY HENRY  
Executive Vice President

GERRY HUDSON  
Executive Vice President

EUSEO MEDINA  
Executive Vice President

TOM WOODRUFF  
Executive Vice President

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
CTW, CLC

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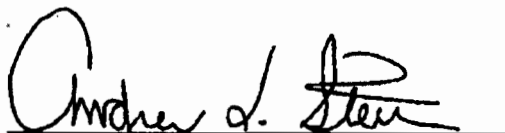
SEIU0001

From the information that I have received, including the request from the Local 715 officers and Executive Board for imposition of an emergency trusteeship over Local 715, I have determined that placing Local 715 under trusteeship is the best means of preventing disruption of contracts, assuring that the Local Union performs its duties as collective bargaining representative, protecting the interests of the membership, and otherwise carrying out the legitimate objects of the International Union. Further, I have determined that an emergency exists that justifies pre-hearing appointment of a Trustee. Therefore, in light of the situation facing Local 715 and by virtue of my authority as International President, I have this date appointed Rusty Smith as Trustee of Local 715, with all of the powers that he is entitled to assume under the SEIU Constitution and Bylaws and applicable law. The Trustee shall assume responsibility for Local 715 immediately.

The Local Union's Constitution and Bylaws are suspended for the period of the Trusteeship. By operation of this Order of Emergency Trusteeship and pursuant to my authority under Article VIII of the SEIU Constitution and Bylaws, I hereby remove all Local 715 officers, including Executive Board members, representatives and employees of Local 715. In accordance with Article VIII, Section 7(f) of the SEIU Constitution, I will request that the International Executive Board appoint a hearing officer and that a Notice of Hearing and Appointment of a Hearing Officer be issued in the very near future. Consistent with this notice, a hearing regarding the imposition of an emergency trusteeship over Local 715 will be held within the time limits set forth in Article VIII, Section 7(f).

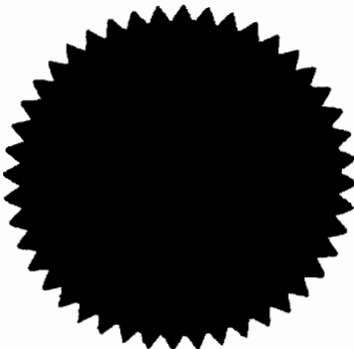
I am requesting that all members and employees of Local 715 cooperate with the Trustee in every respect. All former officers, representatives and employees of the Local Union should immediately make available to the Trustee all books, records, funds and other property of the Local Union in their possession and control.

Dated this 8<sup>th</sup> day of June, 2007.



Andrew L. Stern  
International President

cc: Anna Burger, International Secretary Treasurer  
Kristy Sermersheim, Executive Secretary, Local 715  
Former Executive Board Members, Local 715  
Rusty Smith, Trustee



SEIU0002



08/14/2007 16:13 FAX 408 954 1

SEIU 521

001/003

LOCAL 715

DATE: 6/14/07TO: Laurie Qunichel

C/O: \_\_\_\_\_

FROM: Busty SmithCover Page + 2 page(s)☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Message: \_\_\_\_\_

C: \_\_\_\_\_

**NOTE: IF FACSIMILE IS MISREDIRECTED**

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**STANFORD OFFICE**

P.O. BOX 19152, STANFORD, CA 94309 ■ 650-723-3680 ■ Fax: 650-723-3650

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SEIU0003

06/14/2007 16:13 FAX 408 954 1111

SEIU 521

002/003

June 14, 2007

*Via Facsimile and U.S. Mail*

Laurie J. Qunitel, Director - Employee and Labor Relations  
Stanford Hospital and Clinics  
300 Pasteur Drive - M/C 5513  
Stanford, CA 94305-5513

Dear Ms. Qunitel:

On June 8, 2007, the International President of the Service Employees International Union ("SEIU"), CtW, CLC, Andrew L. Stern, acting pursuant to Article VIII, Section 7 of the International Union's Constitution and Bylaws and applicable federal law, took control of all operations of SEIU Local 715 ("Local 715"). A copy of the official Trusteeship Order is attached hereto.

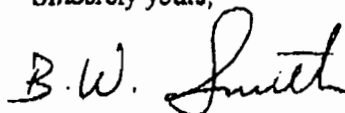
All officers of Local 715 have been removed. President Stern appointed me as the Trustee with full authority to act on behalf of Local 715.

Effective June 8, 2007, all matters relating to the representation of the employees of your organization under the Local 715 collective bargaining agreement will be handled under my direction. We intend to fulfill all of our collective bargaining obligations, and expect no interruption in the provision of services to our members.

All servicing agreements to which Local 715 is a party will remain in full force and effect in every respect, without any change whatsoever. Accordingly, Kim Tavaglione, Joceyln Olick, and Ella Hereth will continue to be the representative responsible for servicing your facility.

If you have any questions, please feel free to call me at 408-316-4460.  
Thank you.

Sincerely yours,



Bruce W. ("Rusty") Smith  
International Trustee

Attachment

SEIU0004

06/14/2007 16:13 FAX 408 954 1111

SEIU 521

0003/003



June 8, 2007

**TO WHOM IT MAY CONCERN:**

In accordance with the powers vested in me by the Constitution and Bylaws of the Service Employees International Union, CIO, CLC, I have appointed Bruce W. Smith as Trustee over the affairs of SEIU Local 715, effective immediately.

The Trustee will have charge of the affairs of the Local Union until relieved of responsibility by me.

The Trustee will be governed by the provisions of the Service Employees International Union Constitution and Bylaws and the provisions of applicable law.

Sincerely,

Andrew L. Stern  
International President

ANDREW L. STERN  
International President

ANNA BURGER  
International Secretary-Treasurer

MARY KAY HENRY  
Executive Vice President

GERRY HUDSON  
Executive Vice President

ELISEO MEDINA  
Executive Vice President

TOM WOODRUFF  
Executive Vice President

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
CIO, CLC

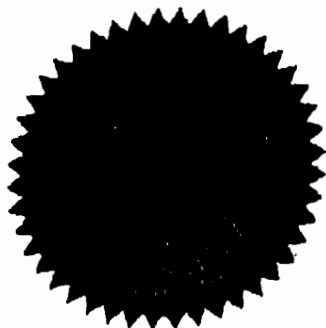
1800 Massachusetts Ave NW  
Washington DC 20036

202.730.7000

TDD: 202.730.7481

www.SEIU.org

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SEIU0005



www.seiu715.org

# LOCAL 715

SERVICE EMPLOYEES INTERNATIONAL UNION

Via Facsimile

June 18, 2007

Laurie J. Quintel, Director  
Employee and Labor Relations  
Stanford Hospital and Clinics  
300 Pasteur Drive – M/C 5513  
Stanford, CA 94305-5513

Dear Ms. Quintel:

On June 8, 2007, the International President of the Service Employees International Union ("SEIU"), CTW, CLC, Andrew L. Stern, acting pursuant to Article VIII, Section 7 of the International Union's Constitution and Bylaws and applicable federal law, took control of all operations of SEIU Local 715 ("Local 715"). A copy of the official Trusteeship Order is attached hereto.

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If you have any questions, please feel free to call me at 408-316-4460. Thank you.

Sincerely yours,

A handwritten signature in black ink that reads "Bruce W. Smith". The signature is written in a cursive, flowing style.

Bruce W. ("Rusty") Smith  
International Trustee

SEIU0006

Enclosure

**San Jose Office:** 2302 Zanker Road, San Jose, CA 95131-1115 • (408) 954-8715 • Fax (408) 954-1538  
**Redwood City Office:** 891 Marshall Street, Redwood City, CA 94063 • (650) 365-8715 • Fax (650) 365-7956  
**Stanford Office:** P.O.Box 19152, Stanford, CA 94309 • (650) 723-3680 • Fax (650) 723-3650

Affiliated SEIU 1972



page 1





June 8, 2007

**TO WHOM IT MAY CONCERN:**

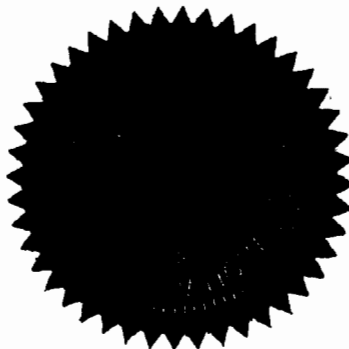
In accordance with the powers vested in me by the Constitution and Bylaws of the Service Employees International Union, CtW, CLC, I have appointed Bruce W. Smith as Trustee over the affairs of SEIU Local 715, effective immediately.

The Trustee will have charge of the affairs of the Local Union until relieved of responsibility by me.

The Trustee will be governed by the provisions of the Service Employees International Union Constitution and Bylaws and the provisions of applicable law.

Sincerely,

Andrew L. Stern  
International President



SERVICE EMPLOYEES  
INTERNATIONAL UNION  
CTW, CLC

1800 Massachusetts Ave NW  
Washington DC 20036

202.730.7000

TDD: 202.730.7481

www.SEIU.org

1911-9004

SEIU0007

June 14, 2007

*Via Facsimile and U.S. Mail*

Ron Dahlin, General Manager  
Cardinal Cogen  
288 Campus Drive, Bldg. 14-105  
Stanford, CA 94305-4109

Dear Mr. Dahlin:

On June 8, 2007, the International President of the Service Employees International Union ("SEIU"), CtW, CLC, Andrew L. Stern, acting pursuant to Article VIII, Section 7 of the International Union's Constitution and Bylaws and applicable federal law, took control of all operations of SEIU Local 715 ("Local 715"). A copy of the official Trusteeship Order is attached hereto.

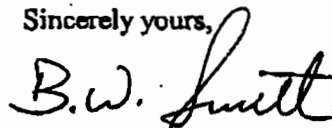
All officers of Local 715 have been removed. President Stern appointed me as the Trustee with full authority to act on behalf of Local 715.

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All servicing agreements to which Local 715 is a party will remain in full force and effect in every respect, without any change whatsoever. Accordingly, Andrea Dehlendorf will continue to be the representative responsible for servicing your facility.

If you have any questions, please feel free to call me at 408-316-4460. Thank you.

Sincerely yours,



Bruce W. ("Rusty") Smith  
International Trustee

Attachment

SEIU0008

9

June 14, 2007

*Via Facsimile and U.S. Mail*

Keith Smith, Manager Employee Relations  
Stanford University  
655 Serra Street  
Stanford, CA 94305

Dear Mr. Smith:

On June 8, 2007, the International President of the Service Employees International Union ("SEIU"), CtW, CLC, Andrew L. Stern, acting pursuant to Article VIII, Section 7 of the International Union's Constitution and Bylaws and applicable federal law, took control of all operations of SEIU Local 715 ("Local 715"). A copy of the official Trusteeship Order is attached hereto.

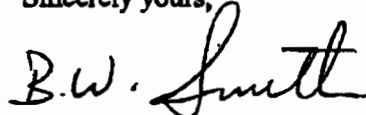
All officers of Local 715 have been removed. President Stern appointed me as the Trustee with full authority to act on behalf of Local 715.

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All servicing agreements to which Local 715 is a party will remain in full force and effect in every respect, without any change whatsoever. Accordingly, Andrea Dehlendorf will continue to be the representative responsible for servicing your facility.

If you have any questions, please feel free to call me at 408-316-4460. Thank you.

Sincerely yours,



Bruce W. ("Rusty") Smith  
International Trustee

Attachment

SEIU0009

**SEIU - Home Page**

**Page 1 of 1**



## **Contact Us**

10

**SEIU Local 715**  
**2302 Zanker Road**  
**San Jose, CA 95131**  
**(408) 954-8715**

**SEIU0010**



Contact Us

Page 1 of 1

Contact Us

SEIU Local 715  
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SEIU0011

## Benefits

Page 1 of 2

## SEIU Benefits for You and Your Family

SEIU Local 715

2302 Zanker Road

San Jose, CA 95131

(408) 954-8715

Because you are a member or retiree of SEIU, you have access to a variety of services and discounts through Union Plus. These benefits supplement what you may receive through your union-negotiated contract. With these SEIU-Union Plus benefits, you can save on life insurance, health savings, mortgages, legal services, and more.

Need assistance?  
Call 1-800-452-9425.  
Or visit [www.unionplus.org](http://www.unionplus.org).

¿Tiene preguntas? Tenemos  
información en Español.

*Money and Credit*

Credit Card with great value and service

Secured Credit Card for members who have poor credit or little or no credit history

Loans—personal loans, lines of credit, and home equity loans

Credit Counseling to help eliminate debt

Your Credit Score for a 15% discount

*Family Services*

Find a Lawyer—Union Plus legal services for your Local

Immigration Legal Services including free initial consultations and discounts on hourly rates

Planning for College—resources on applying, paying, and more

Paying for College—resources include loans, financial aid, and savings plans

Pet Health—savings on veterinary services for all animals

*House and Home*

Mortgage and Real Estate—low down payments and reduced closing costs

Home Heating Oil Discounts—save on service contracts and fuel oil purchases

Moving Van Discounts—Save on interstate moves, truck rentals, and storage

*Health and Well-Being*

Health Savings reduces out-of-pocket expenses for prescriptions, vision, and other services

Health Club Discounts at more than 1,500 locations

*Insurance Protection*

Life Insurance protection regardless of job or health conditions

Accident Insurance including insurance for accidental death in the workplace

Auto Insurance with

*Union Marketplace*

Cingular Wireless Discounts on monthly service for union members

Auto Buying Service to help you find the right vehicle for the right price

Goodyear Discounts on tires

SEIU0012

**Benefits**

Page 2 of 2

competitive rates, multi-vehicle discounts, and 24-hour service

Professional Liability Insurance for medical professionals

Pet Insurance —accident and illness insurance for your dog or cat

and service

Powell's Bookstore —a union-organized online bookstore

Union-Made Clothing —support good jobs at good pay with a discount

Union-Made Checks with your union's logo

***SEIU Scholarships***

SEIU Scholarship Program

Jesse Jackson Scholarship

John Gegan Scholarship

Moe Foner Scholarship

Nora Piore Scholarship

Union Plus Scholarship Program

***Travel and Recreation***

Vacation Tours with a discount

Norwegian Cruise Line discounts

Car Rentals for up to 25% off

***Computers***

Dell Computers for a 5-10% discount

***Gift Shop***

Flowers —delivery service with a discount

**SEIU0013**

... ..

## Contact Us

SEIU Local 715  
2302 Zanker Road  
San Jose, CA 95131  
(408) 954-8715

## About SEIU

The Service Employees International Union is 1.8 million working people and 50,000 retirees united to improve services and our communities throughout North America.

SEIU members are winning better wages, health care, and more secure jobs at home, while uniting their strength with their counterparts around the world to help ensure that workers, not just corporations and CEOs, benefit from today's global economy.

SEIU is the fastest-growing union in North America. Focused on uniting workers in three sectors to improve their lives and the services they provide, SEIU is:

- ▶▶The largest health care union, with 900,000 members in the field, including nurses, LPNs, doctors, lab technicians, nursing home workers, home care workers
- ▶▶The largest property services union, with 225,000 members in the building cleaning and security industries, including janitors, door men and women
- ▶▶The second largest public services union, with 850,000 local and state government workers, public school employees, bus drivers, and child care providers

(Total is current as of 09-27-05, and exceeds 1.8 million due to overlaps in public/health care.)





### What is COPE?

COPE is our union's voluntary bi-partisan Political Action Committee used for political and legislative activities. We hold politicians accountable at every level of government.

[Read more](#)

### What Is Change to Win?

The Change to Win Federation is made up of SEIU and six other national unions representing more than 5 million workers.

[Read more](#)

SEIU0015

## SEIU's Stern, Rivera Named Two of Top Six Most Powerful in Healthcare

Modern Healthcare magazine released its "100 Most Powerful People in Healthcare" list, ranking SEIU President Andy Stern and SEIU Healthcare Chair Dennis Rivera number 5 and 6, respectively. This recognition comes during a year of landmark healthcare leadership, initiatives, and policy work for SEIU, including the formation in June of SEIU Healthcare, a new one million member "union within a union."

[» Read more](#)

## What Is Change to Win?

The Change to Win Federation is made up of SEIU and six other national unions representing more than 5 million workers.

[» Read more](#)

SEIU0016

## California Budget: the Year of Reckoning



### The Latest on the Budget Campaign: May Revise a Missed Opportunity

On May 14, the Governor unveiled his revised budget and proposed deeper cuts, a power grab, and more borrowing, not real solutions. In other words, he missed an opportunity to fix our chronic budget problems. Now, legislators must take responsibility. Read SEIU's [reaction](#) to the proposed budget and our latest [update and analysis](#) of the cuts.

[Read More](#)

## June Primary Election Results

### Election Update: SEIU Wins Major Victories, Defeating Prop. 98 and Helping Scores of Working-Family-Friendly Candidates Advance

In the June primary election, SEIU helped defeat the dangerous and deceptive Prop. 98, which would have gutted rent control and environmental laws and made it nearly impossible to build public works, by a 61% (No) - 39% (Yes) margin. We also helped pass real homeowner protection, Prop. 99, in a 62.5% (Yes) - 37.5% (No) vote.

For the California Assembly races - in a remarkable sweep - in every district where we endorsed a candidate, we won, and a 2/3 majority of SEIU-backed candidates won their Senate seats as well. In Congress, we helped Mike Lumpkin (D, CD 52) win his primary in the only district without an incumbent running. And in a closely watched, key local race, SEIU and labor allies helped lift longtime champion of working people Senator Mark Ridley-Thomas above the crowd in his L.A. County Supervisor bid, positioning him well for a November run-off.

[Click here](#) for a complete list of SEIU endorsements and results.

## Progress on Healthcare: A Three-Year Plan

### Healthcare Reform Bills Make Progress

While our primary healthcare goal this year must be to stop the devastating budget cuts that would add a million Californians to the rolls of the uninsured, SEIU continues to push for components of the healthcare reform package we fought for in 2007. Working with our allies from last year's "It's OUR Healthcare!" campaign, we continue to lay the groundwork for comprehensive reform by tackling a range of

#### State Budget News Clips

California's budget is a thing of shreds of patches

Lottery plan off target

Aid for California's disabled in peril

Governor's lottery plan could hurt school funding, analyst says

Senator says California prisons upgrade cost 'borders on the incredible'

Who Pays Taxes in California

#### Press Releases

SEIU California State Council Announces Selection of New Executive Director

Assembly Budget Moves Debate in the Right Direction

SEIU Says Governor's Budget Will Hurt California

SEIU, Health Care Groups Win Promise to Amend Flawed Health Care Bill

Parents, providers blast Gov.'s veto on child care reform

## Members Are Speaking Out!



"As a children's social worker, our primary responsibility is to protect children and make sure they have safe, permanent homes. Our

SEIU0017

critical healthcare issues. Some of the key reform components have made legislative progress in recent weeks, including:

- Giving consumers more information about healthcare costs and quality, so that consumers have real choices and can shape the healthcare market by avoiding costly and ineffective care AB2967 (Lieber)
- Prohibiting junk insurance and standardizing the insurance market SB1522 (Steinberg)

Read the latest update as these bills continue to make progress through the legislature from ally [Health Access](#).

Link to this update:

<http://www.health-access.org/labels/YearOfReform.htm>

system functions as the children's parents while we help their parents recover, or find a family member or foster parents. We're fighting for the children and families we serve. The children aren't voters. They have no voice. They're the most vulnerable members of our society. That's why I became a social worker, and that's why I'm fighting the budget cuts."

SEIU Local 721 David Green - Adoption Social Worker, County of Los Angeles

» [Read more](#)

**SEIU0018**



SEIU LIVE EMPLOYEES INTERNATIONAL UNION

*Stronger Together*

**Men's Wear**  
**Women's Wear**  
**Children's Wear**  
**Generation S Wear**  
**Bags & Briefcases**  
**Toys & Games**  
**Misc. Merchandise**  
**SEIU for Obama Items**



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**SEIU0019**

AUG-15-2006 10:33

FROM-LOCAL 250 SAN FRANCISCO

415-563-8814

T-060 P.001/004 F-155



www.seiu715.org

# LOCAL 715

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO/CLC

TO: Laurie Quintel

FR: Greg P. 

SEIU servicing  
agreement.

4 pages

Any questions, please  
call (415) 740-4461



16

AUG-15-2006 10:33

FROM-LOCAL 250 SAN FRANCISCO

415-563-0014

T-060 P.002/004 F-155

## SERVICING AGREEMENT

This **SERVICING AGREEMENT** is entered into between Local 715 ("Local 715") and SEIU UHW ("UHW").

WHEREAS, Local 715 and UHW recognize that the core jurisdiction represented by Local 715 includes public sector employees and that the core jurisdiction of UHW includes health care employees; and

WHEREAS, Local 715 and UHW recognize that the professional services provided by each organization are most highly developed in regard to their core jurisdictions; and

WHEREAS, Local 715 is the sole and exclusive collective bargaining representative for a unit of employees at the Stanford Hospital facility ("Stanford facility"); and

WHEREAS, Local 715 wishes to obtain for its members at the Stanford facility the professional services available through UHW, and UHW is willing to make its professional services available to Local 715's members at the Stanford facility; now,

THEIRFORE, it is AGREED as FOLLOWS:

1. Effective Date

The terms of this Servicing Agreement shall become effective on March 1, 2006.

2. Cost of Services

For a period running concurrently with the existing collective bargaining agreement between Local 715 and the Stanford facility, UHW shall provide the professional services outlined herein at no cost to Local 715. Thereafter, if this Agreement is extended, Local 715 shall reimburse UHW for the costs of the services outlined herein from the dues and agency fees collected by UHW for each Local 715 member affected by this Agreement.

3. Duration of Agreement

This Servicing Agreement shall be effective on March 1, 2006 and shall remain in full force and effect until the end of the current collective bargaining agreement between Local 715 and the Stanford facility. The duration of this Servicing Agreement may be mutually extended by the parties. Additionally, this Agreement can be altered, amended, or rescinded by the mutual agreement of the parties. Either party may unilaterally terminate this Agreement by giving three months notice to the other party.

[M-12000000100106/000478 TXC\*]

SEIU0021

RECEIVED AUG-14-08 13:48

FROM-

TO-SEIU UHW SF

PAGE 002

AUG-15-2006 10:34

FROM-LOCAL 250 SAN FRANCISCO

415-563-8814

T-060 P.008/004 F-155

4. Services Provided By UHW

For the duration of this Servicing Agreement, UHW's staff, acting as designated agents of Local 715, shall provide the following professional services to Local 715 for its members at the Stanford facility:

Representation in the grievance procedure and at arbitration hearings

Representation at labor-management meetings

Assistance to members appearing before the National Labor Relations Board on behalf of the Local 715 Chapter at the Stanford facility.

5. Overnight By Local 715

The UHW staff member assigned to the day-to-day servicing of the Stanford facility unit will meet on a regular basis with an officer of Local 715 to review the status of representation matters within the unit. In addition, UHW will provide Local 715 with advance notice of all membership meetings and site visits and clear all correspondence with Local 715. The parties acknowledge that Local 715 has the ultimate responsibility for collective bargaining matters on behalf of the Stanford facility unit.

6. Services Provided By Local 715

For the duration of this Agreement, Local 715 shall continue to administer the collection of membership dues, and shall have access to, and may assist with, all membership meetings, and shall have access to all records associated with the bargaining unit.

7. Designation of Agency Status

Local 715 shall notify the Employer in writing of its designation of the appropriate employees of UHW to serve as the agents of Local 715 in providing services to Local 715's membership at the Stanford facility.

Should the Employer challenge or refuse to accept the legitimacy of this Servicing Agreement, the parties will cooperate in processing the legal actions necessary to its enforcement. (This may include filing an unfair labor practice charge under the name of Local 715). UHW will provide professional assistance in this process. During the pendency of this process, Local 715 will continue to provide representation and the administration of all aspects of the collective bargaining agreement through its own staff until such matter is resolved.

8. Chapter Structure and Members' Rights

a) Following the implementation of this Servicing Agreement, Local 715's unit at the Stanford facility shall maintain the same officers and other employee-representatives, under the same internal Chapter structure that existed prior to implementation of this Agreement;

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SEIU0022

RECEIVED AUG-14-06 13:46

FROM-

TO-SEIU UHW SF

PAGE 009



AUG-18-2006 10:34

FROM-LOCAL 250 SAN FRANCISCO

415-553-9814

T-060 P.004/004 F-158

b) Following implementation of this Servicing Agreement, Local 715 members at the Stanford facility will continue to be full members of Local 715, with the right to vote in Local 715 elections and otherwise participate in Local 715's affairs. Employees in the bargaining unit will be offered Associate Member status with UHW but shall keep whatever membership rights are accorded them under the Local 715 by-laws and the Service Employees International Union constitution;

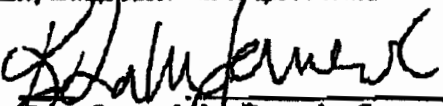
c) Nothing herein shall prohibit UHW from permitting Local 715's Chapter leaders or members from the Stanford facility to participate in UHW educational functions, or appearing as guests at other UHW functions.

## 2. Severability

The parties hereto believe that all provisions of this Servicing Agreement comply with applicable law. However, should any provision of this Agreement be found illegal by any tribunal of competent jurisdiction, this shall not affect the remainder of the Agreement. Rather, the parties shall promptly meet to negotiate an acceptable, lawful substitute to the stricken provisions.

  
 Sal Roselli, President, UHW

Date

  
 Kristy Somersheim, Executive Secretary,  
 Local 715

Date

{W:\2006\07\07\06\000478.DOC}3

SEIU0023

RECEIVED AUG-14-06 13:40

FROM-

TO-SEIU UHW SF

PAGE 004

08/17/2008 10:57 FAX 408 854 1538

LOCAL 715

002/005

STEWART WEINBERG  
DAVID A. ROSENFIELD  
WILLIAM A. SOCOL  
VINCENT A. HARRINGTON, JR.  
W. DANIEL BOONE  
KATHY MACDONALD  
BARRY E. HUBLE  
JAMES RUTKOWSKI  
SANDRA RAE BERSON  
CHRISTIAN L. BAUMER  
JAMES J. VANDER  
THEODORE FRANKLIN  
ANTONIO RUIZ  
MATTHEW J. GALENA  
ARSHLEY K. BOGA  
LINDA BALDWIN-JONES  
PATRICIA A. DAVIS  
ALAN S. CROWLEY  
J. MELKIE LAYCHUR  
KRISTINA L. HOLLAND  
ANERITA LAMACCA  
EMILY P. RICH

**WEINBERG, ROGER & ROSENFELD**  
A PROFESSIONAL CORPORATION

1001 Marina Village Parkway, Suite 200  
Alameda, CA 94501-1091  
TELEPHONE 510.337.1001  
FAX 510.337.1023

LORI K. AQUINO  
ANNE L. YEN  
NEOLIE M. PHELPS  
BROOKE D. PERMAN  
BRUCE A. HARLAND  
CONCEPCION E. LOZANO-BASTIEN  
CAROL P. REICHER  
LIVILLE S. MORGAN  
MANUVA CHAVLA

PATRICIA M. SPATER, Of Counsel  
ROBERTA D. PERSON, Of Counsel  
JOHN PLOTZ, Of Counsel

\* Also admitted in Arizona  
\*\* Admitted in Hawaii  
\*\*\* Also admitted in Nevada

August 11, 2006

Larry Arnold  
Foley & Lardner  
One Maritime Plaza, Sixth Floor  
San Francisco, CA 94111-3404

Re: SEIU United Healthcare Workers-West and SEIU Local 715  
Stanford Medical Center

Dear Mr. Arnold:

Enclosed please find a copy of the Servicing Agreement with respect to the Stanford Medical Center Bargaining Unit, between Local 715 and UHW.

I am sending this to you at your request, so there will be no further confusion concerning this matter, and so that henceforth, the Employer will understand and recognize the fact that SEIU Local 715 is the bargaining representative, but is being aided by UHW.

Lest it is not apparent from the document, it is modeled directly and completely on servicing agreements approved by the NLRB.

I trust this will resolve this henceforth.

Sincerely,

*William A. Sokol*  
William A. Sokol

WAS/rfb  
opeiu 3 afl-cio(1)  
Enclosure

cc: Greg Pullman  
Kristy Sermersheim  
John Borsos  
Sal Rosselli

11430729

SEIU0024

PASADENA OFFICE  
301 North Lake Avenue, Suite 310  
Pasadena, CA 91101-5122  
TEL 626.795.8232 FAX 626.795.8585

SACRAMENTO OFFICE  
438 J Street, Suite 820  
Sacramento, CA 95814-2341  
TEL 916.443.8500 FAX 916.442.0244

HONOLULU OFFICE  
1088 Alakea Street, Suite 1802  
Honolulu, HI 96813-4500  
TEL 808.629.8890 FAX 808.629.8881

## **SERVICING AGREEMENT**

This **SERVICING AGREEMENT** is entered into between Local 715 ("Local 715") and SEIU UHW ("UHW").

WHEREAS, Local 715 and UHW recognize that the core jurisdiction represented by Local 715 includes public sector employees and that the core jurisdiction of UHW includes health care employees; and

WHEREAS, Local 715 and UHW recognize that the professional services provided by each organization are most highly developed in regard to their core jurisdictions; and

WHEREAS, Local 715 is the sole and exclusive collective bargaining representative for a unit of employees at the Stanford Hospital facility ("Stanford facility"); and

WHEREAS, Local 715 wishes to obtain for its members at the Stanford facility the professional services available through UHW, and UHW is willing to make its professional services available to Local 715's members at the Stanford facility; now,

THEREFORE, it is **AGREED** as **FOLLOWS**:

1. **Effective Date**

The terms of this Servicing Agreement shall become effective on March 1, 2006.

2. **Cost of Services**

For a period running concurrently with the existing collective bargaining agreement between Local 715 and the Stanford facility, UHW shall provide the professional services outlined herein at no cost to Local 715. Thereafter, if this Agreement is extended, Local 715 shall reimburse UHW for the costs of the services outlined herein from the dues and agency fees collected by UHW for each Local 715 member affected by this Agreement.

3. **Duration of Agreement**

This Servicing Agreement shall be effective on March 1, 2006 and shall remain in full force and effect until the end of the current collective bargaining agreement between Local 715 and the Stanford facility. The duration of this Servicing Agreement may be mutually extended by the parties. Additionally, this Agreement can be altered, amended, or rescinded by the mutual agreement of the parties. Either party may unilaterally terminate this Agreement by giving three months notice to the other party.

4. **Services Provided By UHW**

For the duration of this Servicing Agreement, UHW's staff, acting as designated agents of Local 715, shall provide the following professional services to Local 715 for its members at the Stanford facility:

Representation in the grievance procedure and at arbitration hearings

Representation at labor-management meetings

Assistance to members appearing before the National Labor Relations Board on behalf of the Local 715 Chapter at the Stanford facility.

5. **Oversight By Local 715**

The UHW staff member assigned to the day-to-day servicing of the Stanford facility unit will meet on a regular basis with an officer of Local 715 to review the status of representation matters within the unit. In addition, UHW will provide Local 715 with advance notice of all membership meetings and site visits and clear all correspondence with Local 715. The parties acknowledge that Local 715 has the ultimate responsibility for collective bargaining matters on behalf of the Stanford facility unit.

6. **Services Provided By Local 715**

For the duration of this Agreement, Local 715 shall continue to administer the collection of membership dues, and shall have access to, and may assist with, all membership meetings, and shall have access to all records associated with the bargaining unit.

7. **Designation of Agency Status**

Local 715 shall notify the Employer in writing of its designation of the appropriate employees of UHW to serve as the agents of Local 715 in providing services to Local 715's membership at the Stanford facility.

Should the Employer challenge or refuse to accept the legitimacy of this Servicing Agreement, the parties will cooperate in processing the legal actions necessary to its enforcement. (This may include filing an unfair labor practice charge under the name of Local 715). UHW will provide professional assistance in this process. During the pendency of this process, Local 715 will continue to provide representation and the administration of all aspects of the collective bargaining agreement through its own staff until such matter is resolved.

8. **Chapter Structure and Members' Rights**

a) Following the implementation of this Servicing Agreement, Local 715's unit at the Stanford facility shall maintain the same officers and other employee-representatives, under the same internal Chapter structure that existed prior to implementation of this Agreement;



b) Following implementation of this Servicing Agreement, Local 715 members at the Stanford facility will continue to be full members of Local 715, with the right to vote in Local 715 elections and otherwise participate in Local 715's affairs. Employees in the bargaining unit will be offered Associate Member status with UHW but shall keep whatever membership rights are accorded them under the Local 715 by-laws and the Service Employees nternational Union constitution;

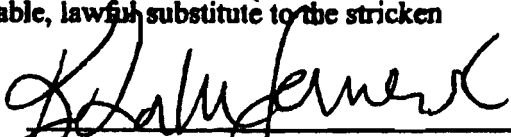
c) Nothing herein shall prohibit UHW from permitting Local 715's Chapter leaders or members from the Stanford facility to participate in UHW educational functions, or appearing as guests at other UHW functions.

9. Severability

The parties hereto believe that all provisions of this Servicing Agreement comply with applicable law. However, should any position of this Agreement be found illegal by any tribunal of competent jurisdiction, this shall not affect the remainder of the Agreement. Rather, the parties shall promptly meet to negotiate an acceptable, lawful substitute to the stricken provisions.

  
 Sal Roselli, President, UHW

2/18/06  
 Date

  
 Kristy Sermersheim, Executive Secretary,  
 Local 715

2/20/2006  
 Date

08/21/2008 14:22 FAX 408 954 1538

LOCAL 715

003

STEFAN WEINBERG  
DAVID A. ROSENBERG  
WILLIAM A. SOKOL  
VINCENT A. HARRINGTON, JR.  
W. DORIS BOONE  
ELYNNE MICHELSON  
BARRY E. FINKLE  
JAMES HUTTENLOFF  
SANDRA J. BENSON  
CHRISTINA L. RAMBER  
JAMES J. WEBER  
THEODORE FRANKLIN  
ANTONIO RUIZ  
MATTHEW J. GAUBER  
ADRIAN K. SODA  
LINDA SALOMON JONES  
PATRICIA A. DAVIS  
ALAN G. CROWLEY  
J. FELIX DE LA TORRE  
KRISTINA L. HELLMAN  
ANDREA LACONA  
SHIRLEY P. RICH

**WEINBERG, ROGER & ROSENFELD**  
A PROFESSIONAL CORPORATION

1001 Marina Village Parkway, Suite 200  
Alameda, CA 94501-1091  
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BRUCE A. LARLAND  
CONCEPCION E. LOZANO-BATISTA  
CAROL P. BENNER  
LYNNE S. VERMADO  
MAURICE CHANILA

PATRICIA M. GATES, Of Counsel  
ROBERTA D. PERDUE, Of Counsel  
JOHN PLOTZ, Of Counsel

Also admitted in Arizona  
Also Admitted in Hawaii  
Also admitted in Nevada

August 17, 2006

Larry Arnold  
Foley & Lardner  
One Maritime Plaza, Sixth Floor  
San Francisco, CA 94111-3404

Re: Servicing Agreement

Dear Mr. Arnold:

Per your request, enclosed please find the Servicing Agreement between Local 715 and UHW. For your information, it is modeled on the servicing agreement which has expressly been upheld as lawful by the NLRB, see Suburban Pavilion.

I trust this will calm any insecurities you and/or your client may have concerning this matter and that henceforth you will recognize that UHW is servicing Local 715, which continues to be the exclusive bargaining representative of the bargaining unit at the Stanford Medical Facilities.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

*William A. Sokol for*  
William A. Sokol

WAS/jys  
opeiu 3 afl-cio(1)

Enclosure

1/431225

SEIU0028

PASADENA OFFICE  
301 North Lake Avenue, Suite 310  
Pasadena, CA 91101-5122  
TEL 626.796.8232 FAX 626.796.8888

SACRAMENTO OFFICE  
428 J Street, Suite 820  
Sacramento, CA 95814-2341  
TEL 916.443.8800 FAX 916.442.0244

HONOLULU OFFICE  
1088 Alaiwa Street, Suite 1002  
Honolulu, HI 96813-4600  
TEL 808.528.8880 FAX 808.528.8881

U.S. Department of Labor  
Office of Labor-Management  
Standards  
Washington, DC 20210

# FORM LM-15 TRUSTEESHIP REPORT

Form approved  
Office of Management  
and Budget  
No. 1215-0188  
Expires 11-30-2009

For Official Use  
Only

This report is mandatory under P.L. 86-257 as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 461.

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number of Labor Organization Held in Trusteeship  513-588	2. Type of Report Initial (complete pages 1 through 4.)  <input checked="" type="checkbox"/> Semiannual for period ending (Complete pages 1 and 2 only.) 12 / 8 / 2007	3. Date Trusteeship Established  6 / 8 / 2007
4. Labor Organization Held in Trusteeship  Affiliation or Organization Name Service Employees International Union  Designation LU - Local Union  Designation Number 715  Unit Name (if any)		
P.O. Box, Bldg. and Room No., if any  Number and Street 2302 Zanker Road  City San Jose  State California  ZIP Code + 4 95134		
5. Labor Organization Imposing the Trusteeship  Name Service Employees International Union  File Number 000-137  P.O. Box, Building and Room Number, if any  Number and Street 1800 Massachusetts Avenue, NW  City Washington  State District of Columbia  ZIP Code + 4 20036		
6. List the article(s) and section(s) of the constitution which specifically authorize imposition of the trusteeship:  Article VIII, Sections 7(a) and 7(f).		

## Signatures

Each of the undersigned, duly authorized officials of the labor organization imposing the trusteeship over the above labor organization, declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See the section on penalties in the instructions.)

24. Signed <u>Andrew A. Stein</u> Other (Specify) International President On <u>5/20/08</u> (202) 730-7000 Date Telephone Number	President (if other title, see instructions.)	26. Signed <u>BW Smith</u> Trustee On <u>05/19/08</u> (408) 954-1538 Date Telephone Number	Trustee (if other title, see instructions.)
25. Signed _____ Other (Specify) International Secretary-Treasurer On <u>5/20/08</u> (202) 730-7000 Date Telephone Number	Treasurer (if other title, see instructions.)	27. Signed _____ Trustee On _____ Date Telephone Number	Trustee (if other title, see instructions.)

Name of Labor Organization Held in Trusteeship Service Employees International Union	File Number 513-588
---	------------------------

## 7. Check the reason(s) for establishing or continuing the trusteeship:

- a. To correct corruption or financial malpractice.
- ☒ b. To assure the performance of collective bargaining agreements or other duties of a bargaining representative.
- c. To restore democratic procedures.
- d. Other.

## 8. Provide a detailed statement which explains each reason checked in Item 7, above.

As the result of changes in the jurisdiction of SEIU local unions in California, Local 715 is in the process of reorganizing the majority of its members into other SEIU local unions. The shift of a large majority of Local 715 members, and resources associated with those members, to other SEIU unions is making it difficult for Local 715 to carry out its remaining collective bargaining responsibilities and to defend its status as collective bargaining agent. The significant decline in Local 715's membership and resources has impaired Local 715's ability to operate as contemplated by the Local 715 Constitution and Bylaws. The process of reorganizing the remaining Local 715 members into their new SEIU local unions is still underway.

## 9. During the period covered by this report

- a. Did a convention or other policy-determining body meet to which the trustee labor organization sent delegates or would have sent delegates if not in trusteeship?

Yes ☒ No  
(If the answer is "Yes," complete and file Form LM-15A.)

- b. Did the labor organization imposing the trusteeship hold an election of officers?

Yes ☒ No  
(If the answer is "Yes," complete and file Form LM-15A.)



07/24/07 15:18 FAX 202 693 1345

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U.S. Department of Labor  
Office of Labor-Management  
Standards  
Washington, DC 20210

# FORM LM-15 TRUSTEESHIP REPORT

Form approved  
Office of Management  
and Budget  
No. 1215-0188  
Expires 11-30-2008

For Official Use

This report is mandatory under P.L. 85-257 as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 481.

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number of Labor Organization Held in Trusteeship  513-588	2. Type of Report X Initial (complete pages 1 through 4.) Semiannual for period ending (Complete pages 1 and 2 only.)	3. Date Trusteeship Established  6 / 8 / 2007
4. Labor Organization Held in Trusteeship Affiliation or Organization Name Service Employees International Union Designation LU - Local Union Designation Number 715 Unit Name (if any)		
P.O. Box, Bldg. and Room No., if any Number and Street 2302 Sanker Road City San Jose State California ZIP Code +4 95134		
5. Labor Organization Imposing the Trusteeship Name Service Employees International Union File Number 000-137. P.O. Box, Building and Room Number, if any Number and Street 1800 Massachusetts Avenue, NW City Washington State District of Columbia ZIP Code +4 20036		
6. List the article(s) and section(s) of the constitution which specifically authorize imposition of the trusteeship: Article VIII, Sections 7(a) and 7(E).		

## Signatures

Each of the undersigned, duly authorized officials of the labor organization imposing the trusteeship over the above labor organization, declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See the section on penalties in the instructions.)

24. Signed <u>Andrew J. Stein</u> Other (Specify) International President On <u>7/9/07</u> Date (202) 730-7000 Telephone Number	25. Signed <u>B.W. (Rusty) Smith</u> Trustee (If other title, see instructions.) On <u>07/06/07</u> Date (408) 954-1538 Telephone Number
26. Signed <u>Anna Burger</u> Other (Specify) International Secretary-Treasurer On <u>7/9/07</u> Date (202) 730-7000 Telephone Number	27. Signed _____ Trustee (If other title, see instructions.) On _____ Date Telephone Number

07/24/07 15:18 FAX 202 693 1345

003

Name of Labor Organization Held in Trusteeship Service Employees International Union	File Number 513-588
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## 7. Check the reason(s) for establishing or continuing the trusteeship:

- a. To correct corruption or financial malpractice.
- ☒ b. To assure the performance of collective bargaining agreements or other duties of a bargaining representative.
- c. To restore democratic procedures.
- d. Other.

## 8. Provide a detailed statement which explains each reason checked in item 7, above.

As the result of changes in the jurisdiction of SEIU local unions in California, Local 715 is in the process of reorganizing the majority of its members into other SEIU local unions. The shift of a large majority of Local 715 members, and resources associated with these members, to other SEIU unions is making it difficult for Local 715 to carry out its remaining collective bargaining responsibilities and to defend its status as collective bargaining agent. The significant decline in Local 715's membership and resources has impaired Local 715's ability to operate as contemplated by the Local 715 Constitution and Bylaws.

## 9. During the period covered by this report

- a. Did a convention or other policy-determining body meet to which the trustee labor organization sent delegates or would have sent delegates if not in trusteeship?

Yes ☒ No

(If the answer is "Yes," complete and file Form LM-15A.)

- b. Did the labor organization imposing the trusteeship hold an election of officers?

Yes ☒ No

(If the answer is "Yes," complete and file Form LM-15A.)

07/24/07 15:19 FAX 202 693 1345

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Name of Labor Organization Held in Trusteeship - Service Employees International Union	File Number 513-588
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Statement of Assets and Liabilities (Complete for Initial Report Only)					
Assets as of Date Trusteeship Imposed			Liabilities as of Date Trusteeship Imposed		
Item	From Sch. #	Amount	Item	From Sch. #	Amount
10. Cash		3,645,823	18. Accounts Payable		289,863
11. Accounts Receivable		5,863	19. Loans Payable	6	0
12. Loans Receivable	1	0	20. Mortgages Payable		0
13. U.S. Treasury Securities			21. Other Liabilities	4	1,137,259
14. Investments	2	0	22. TOTAL LIABILITIES		1,427,122
15. Fixed Assets	5	328,075	23. NET ASSETS (Item 17 less Item 22)		
16. Other Assets	3	251,217			
17. TOTAL ASSETS		4,658,980	3,231,858		

Schedule 1 - Loans Receivable (See instructions for item 12)		
(A) Name of officer, employee, member, or business enterprise	(B) Purpose of loan, security, if any, and terms for repayment	(C) Amount
1. 0		0
2. 0		0
3. 0		0
	4. Total from additional pages (if any)	0
	5. Total of loans not listed above	0
	6. Total of Lines 1 through 5	0

Schedule 2 - Investments (See instructions for item 14)		Schedule 3 - Other Assets (See instructions for item 16)	
(A) Description	(B) Amount	(A) Description	(B) Book Value
Marketable Securities:		1. Prepaid Expenses	16,285
1. Total Cost	0	2. Deposit	33,540
2. Total Book Value		3. Due to/from 521 others	221,392
3. List each marketable security that has a book value over \$1,000 and exceeds 20% of Line 2.		4.	0
(a)		5.	
(b)		6.	
(c) Total from additional pages (if any)	0	7. Total from additional pages (if any)	0
Other Investments:		8. Total of Lines 1 through 7	281,217
4. Total Cost	0	Schedule 4 - Other Liabilities (See instructions for item 21)	
5. Total Book Value	0		
6. List each other investment which has a book value over \$1,000 and exceeds 20% of Line 5. Also list each subsidiary or trust which is an investment.		(A) Description	(B) Amount
(a)		1. Capital lease	17,582
(b)	0	2. IRSS Payable	188,167
(c) Total from additional pages (if any)	0	3. Security Deposit	2,500
7. Total of Lines 2 and 5	0	4. Other Payable	264,647
		5. Accrued Vacation	654,363
		6.	0
		7. Total from additional pages (if any)	0
		8. Total of Lines 1 through 7	1,127,259

Name of Labor Organization Held in Trusteeship Service Employees International Union	File Number 513-588
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Schedule B - Fixed Assets (See instructions for Item 1B)				
(A) Description	(B) Cost or Other Basis	(C) Total Depreciation or Amount Expensed	(D) Book Value	(E) Fair Market Value
1. Land (give location)	0			
2. Total from additional pages (if any)	0		0	0
3. Buildings (give location)	0			
4. Total from additional pages (if any)	0	0	0	0
5. Automobiles and Other Vehicles	0			
6. Office Furniture and Equipment	1,004,263	478,188	526,075	
7. Other Fixed Assets			0	
8. Total of Lines 1 through 7	1,004,263	478,188	526,075	0

Schedule C - Loans Payable (See instructions for Item 1C)	
(A) Source	(B) Amount
1.	0
2.	0
3.	0
4.	0
5. Total from additional pages (if any)	0
6. Total of Lines 1 through 5.	0